

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION**

DARBY PERMENTER,)
on behalf of Plaintiff and the class members)
described below,)
)
Plaintiff.)
)
)
vs.)
)
)
EAGLE LENDING, LLC d/b/a)
FINEDAY FUNDS;)
CRYSTAL CHAPMAN-CHEVALIER;)
WOLF RIVER DEVELOPMENT COMPANY;)
and JOHN DOES 1-20,)
)
Defendants.)

Dismissal with prejudice as to
all defendants acknowledged.
Dismissal without prejudice of
plaintiff's crossclaims
acknowledged. [dkt. 26].



Matthew P. Brookman,
United States District Court
Southern District of Indiana

Dated:

1:24-cv-01204-MPB-MG 12/03/2024

STIPULATION TO DISMISS

Now come the Parties, Plaintiff Darby Permenter ("Plaintiff") and Defendants Eagle Lending, LLC d/b/a Fineday Funds, Crystal Chapman-Chevalier, Wolf River Development Company (collectively, "Defendants") by and through their respective attorneys, and pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii), hereby stipulate to the dismissal of Plaintiff's individual claims against Defendants with prejudice and without costs. Plaintiff's class claims are dismissed without prejudice and without costs. Plaintiff's claims against Defendants John Does 1-20 are dismissed without prejudice and without costs.

Respectfully submitted,

s/ Heather Kolbus
Daniel A. Edelman
Heather Kolbus
**EDELMAN, COMBS, LATTURNER
& GOODWIN, LLC**
20 S. Clark Street, Suite 1800

s/ Mark Bogdanowicz (w/ consent)
Mark Bogdanowicz
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